

TITLE: Public Announcement of A-76 Study for Accounting Services

The Government intends to award a service provider agreement to assist the Department of Labor, Employment and Training Administration, Office of Financial and Administrative Services in performance of general Federal accounting, financial and program operations.

You are invited to submit a proposal/bid in accordance with the requirements of the following Solicitation:
[X] Request for Proposal, [] Invitation for Bid. Proposals/Bids must be received by the Government no later than the local time on the Due Date stated in the table below. Potential offerors/bidders are asked to complete and submit a proposal/bid intent form

See Section L (Section C if SF 1449 is used) for proposal/bid instructions

ALL AMENDMENTS TO THIS SOLICITATION WILL BE MADE AVAILABLE THROUGH THE GOVERNMENT HOMEPAGE AT <http://www.doleta.gov/sga/rfp.cfm>

IT IS THE OFFEROR'S RESPONSIBILITY TO CHECK THIS SITE PERIODICALLY FOR OFFICIAL UPDATES/ AMENDMENTS TO THE SOLICITATION.

Solicitation Number:	DOL041RP00034
Issue Date:	12/14/2004
Due Date:	02/01/2005
Time:	2:00 p.m.
Program Office:	1630
Contracting Officer:	Keith A. Bond
Contact Point:	Chari A. Magruder
Phone:	202-693-3313
Fax:	202-693-3846
E-Mail:	magruder.chari@dol.gov
Set Aside:	100% Small Business Set-Aside

PERTINENT TECHNICAL SECTIONS OF SOLICITATION

Offerors are encouraged to carefully read the entire Solicitation by scrolling downward. The Solicitation includes all pertinent technical sections imbedded in the document as well as the terms, conditions and instructions required for submitting a proposal. For your convenience, the pertinent technical sections of the Solicitation have also been linked directly below (in Word Processing and Adobe PDF format):

Section B - Supplies or Services and Price/Costs
 Section C - Performance Work Statement
 Section F - Deliverables or Performance
 Section L - Instructions, Conditions, and Notices
 Section M - Evaluation Criteria

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF 1		PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DOL041RP00034		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12/14/2004		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY U.S. Department of Labor/ETA Division of Contract Services 200 Constitution Avenue, NW Room N-4472 Washington DC 20210				CODE ETA		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and Section L.6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until 2:00 p.m. local time 02/01/2005
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Chari A. Magruder		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202-693-3313		NUMBER EXT.	C. E-MAIL ADDRESS magruder.chari@dol.gov

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See Attached Table of Contents

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTR., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			17. SIGNATURE
<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY U.S Department of Labor/ETA Division of Accounting 200 Constitution Avenue, NW Room N-4702 Washington DC 20210	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SERVICES ORDERED

Title: "Public Announcement of A-76 Study for Accounting Services"

The Government intends to award a service provider agreement to assist the Department of Labor (DOL), Employment and Training Administration (ETA), Office of Financial and Administrative Services (OFAS) in the performance of general Federal accounting, financial and program operations.

Solicitation No. is DOL041RP00034.

Period of performance is twelve (12) months from the date of contract execution by the government, plus four 1-year options to extend at the discretion of the government.

This solicitation is a 100% Small Business Set-Aside.

The North American Industry Classification System Code is 541219, with a \$6 million size standard.

A firm-fixed price type contract is contemplated for this requirement.

Pursuant to Office of Management and Budget (OMB) Circular No. A-76 (revised May 29, 2003), Attachment B, this will be a standard competition (not to exceed 12 months from public announcement to performance date).

The closing time and date for delivery of offers and tenders shall be February 1, 2005, at 2:00 p.m. local time.

REQUESTS FOR CLARIFICATION (RFC) MUST BE RECEIVED NO LATER THAN 5:00 PM LOCAL TIME JANUARY 3, 2005.

Only electronic submission of requests will be accepted. They shall be submitted to Ms. Chari A. Magruder at magruder.chari@dol.gov. Should any RFC be received after the date stated above, the Government reserves the right not to provide an answer. If, however, the Government determines that the RFC raises an issue of significant importance, the government will respond electronically.

The Government will not provide any information concerning requests for clarifications in response to telephone calls from offerors. All requests will be answered electronically and will be available to all offerors at the DOLETA Internet site (<http://www.doleta.gov/sga/rfp.cfm>).

Please be advised that it is the sole responsibility of the offeror to continually view the website for any amendments to this solicitation.

B.2 ITEMS AND PRICES

Item No.	Services	Qty Unit	Unit Price	Extended Price
001	Base Year - Accounting Services (April 1, 2005 - March 31, 2006)	1 Job	NSP*	NSP
001AA	Transition Period: The contractor shall perform Accounting Services as described in the Performance Work Statement (PWS), Section C of the solicitation. The Transition Period is April 1, 2005 to June 30, 2005.			
	*NSP = Not Separately Priced			
001AB	Base Services - The contractor shall perform Accounting Services in accordance with the PWS in Section C. The Base period is July 1, 2005 to March 31, 2006.	9 months	_____	_____
001AC	Travel Costs: This reimbursable funding is considered a "Wash Cost" for the purpose of the A-76 process and will be excluded from the final stage of the cost comparison process between the selected offeror and the Government In-house Cost Estimate. Travel to perform official Accounting Services business shall be accomplished in accordance with the Federal Travel Regulations (FTR) and will be Cost Reimbursable (No Fee). Meals and incidentals will be reimbursed based on applicable per diem rates. Lodging will be reimbursed based on actual expenses, not to exceed the rate in the FTR. Indirect expenses and profit will not be allowed.	12 months	<u>NTE \$10,000</u>	<u>NTE \$10,000</u>

NTE = Not to Exceed

Total Price for Base Year \$ _____

B.2 ITEMS AND PRICES (continued)

Item No.	Services	Qty Unit	Unit Price	Extended Price
100	Option Year 1 - Accounting Services (April 1, 2006- March 31, 2007)			
101AA	Services - The contractor shall perform Accounting Services in accordance with the PWS in Section C.	12 months	_____	_____
101AB	Travel Costs: This reimbursable funding is considered a "Wash Cost" for the purpose of the A-76 process and will be excluded from the final stage of the cost comparison process between the selected offeror and the Government In-house Cost Estimate. Travel to perform official Accounting Services business shall be accomplished in accordance with the Federal Travel Regulations (FTR) and will be Cost Reimbursable (No Fee). Meals and incidentals will be reimbursed based on applicable per diem rates. Lodging will be reimbursed based on actual expenses, not to exceed the rate in the FTR. Indirect expenses and profit will not be allowed.	12 months	<u>NTE \$10,000</u>	<u>NTE \$10,000</u>

NTE = Not to Exceed

Total Price for Option Year 1 \$ _____

B.2 ITEMS AND PRICES (continued)

Item No.	Services	Qty Unit	Unit Price	Extended Price
200	Option Year 2 - Accounting Services (April 1, 2007 - March 31, 2008)			
201AA	Services - The contractor shall perform Accounting Services in accordance with the PWS in Section C.	12 months	_____	_____
201AB	Travel Costs: This reimbursable funding is considered a "Wash Cost" for the purpose of the A-76 process and will be excluded from the final stage of the cost comparison process between the selected offeror and the Government In-house Cost Estimate. Travel to perform official Accounting Services business shall be accomplished in accordance with the Federal Travel Regulations (FTR) and will be Cost Reimbursable (No Fee). Meals and incidentals will be reimbursed based on applicable per diem rates. Lodging will be reimbursed based on actual expenses, not to exceed the rate in the FTR. Indirect expenses and profit will not be allowed.	12 months	<u>NTE \$10,000</u>	<u>NTE \$10,000</u>

NTE = Not to Exceed

Total Price for Option Year 2 \$ _____

B.2 ITEMS AND PRICES (continued)

Item No.	Services	Qty Unit	Unit Price	Extended Price
300	Option Year 3 - Accounting Services (April 1, 2008- March 31, 2009)			
301AA	Services - The contractor shall perform Accounting Services in accordance with the PWS in Section C.	12 months	_____	_____
301AB	Travel Costs: This reimbursable funding is considered a "Wash Cost" for the purpose of the A-76 process and will be excluded from the final stage of the cost comparison process between the selected offeror and the Government In-house Cost Estimate. Travel to perform official Accounting Services business shall be accomplished in accordance with the Federal Travel Regulations (FTR) and will be Cost Reimbursable (No Fee). Meals and incidentals will be reimbursed based on applicable per diem rates. Lodging will be reimbursed based on actual expenses, not to exceed the rate in the FTR. Indirect expenses and profit will not be allowed.	12 months	<u>NTE \$10,000</u>	<u>NTE \$10,000</u>

NTE = Not to Exceed

Total Price for Option Year 3 \$ _____

B.2 ITEMS AND PRICES (continued)

Item No.	Services	Qty Unit	Unit Price	Extended Price
400	Option Year 4- Accounting Services (April 1, 2009 - March 31, 2010)			
401AA	Services - The contractor shall perform Accounting Services in accordance with the PWS in Section C.	12 months	_____	_____
401AB	Travel Costs: This reimbursable funding is considered a "Wash Cost" for the purpose of the A-76 process and will be excluded from the final stage of the cost comparison process between the selected offeror and the Government In-house Cost Estimate. Travel to perform official Accounting Services business shall be accomplished in accordance with the Federal Travel Regulations (FTR) and will be Cost Reimbursable (No Fee). Meals and incidentals will be reimbursed based on applicable per diem rates. Lodging will be reimbursed based on actual expenses, not to exceed the rate in the FTR. Indirect expenses and profit will not be allowed.	12 months	<u>NTE \$10,000</u>	<u>NTE \$10,000</u>

NTE = Not to Exceed

Total Price for Option Year 4 \$ _____

B.2 RECAPITULATION:

<u>Contract Line Item No.</u>	<u>Description</u>	<u>Price</u>
001AA	Transition	NSP
001AB	Base Services	
101AA	Option Year 1 Services	
201AA	Option Year 2 Services	
301AA	Option Year 3 Services	
401AA	Option Year 4 Services	
Subtotal: Total Services Price		
001AC	Base Travel Costs	NTE \$10,000
101AB	Option Year 1 Travel Costs	NTE \$10,000
201AB	Option Year 2 Travel Costs	NTE \$10,000
301AB	Option Year 3 Travel Costs	NTE \$10,000
401AB	Option Year 4 Travel Costs	NTE \$10,000
Subtotal: Total Travel Costs		
Contract Total:		

B.3 AWARD

One award for the aggregate of all items will be made under this solicitation.

PLEASE NOTE: NO GOVERNMENT PERSONNEL INVOLVED IN THE PREPARATION OF THE AGENCY TENDER PRODUCTS WILL BE INVOLVED IN THE SOURCE SELECTION PROCESS, INCLUDING THE COST ESTIMATE PROCESS.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SEE ATTACHMENT C.1.

SECTION D - PACKAGING AND MARKING

[FOR THIS SOLICITATION, THERE ARE NO CLAUSES IN THIS SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 PERIOD OF PERFORMANCE

The period of performance shall be twelve (12) months from the date of contract execution, plus four 1-
yearan options to extend at the discretion of the Government.

F.3 LEVEL OF EFFORT

The level of effort for this project is estimated at between 28 and 30 professional person years.

F.4 REPORTS/DELIVERABLES

The contractor shall be responsible for submission of reports and deliverables as described in Attachment C.1 of the solicitation.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE REQUIREMENTS

Contractor will prepare and submit proper invoices (as defined in C below) in accordance with the criteria outlined below. (Also, see Clause 52.232-8 "Discount for Prompt Payment", contained in Section I of the contract.):

A. (1) If the contract is a cost-reimbursement type contract, the contractor will submit three (3) ink-signed copies of the invoice, Cost Contractor's Invoice, (ETA 3100-1), together with a detailed report of expenditures, Cost Contractor's Detailed Statement of Costs (ETA 3-2), to the Government Authorized Representative (GAR), U.S. Department of Labor, not more frequently than monthly, unless otherwise so authorized in the contract.

(2) If the contract is a fixed-price type contract, the contractor may submit SF-1034, Public Voucher, or the equivalent thereto; i.e., contractor's own invoice, in lieu of the forms described in A(l) above.

(3) Invoices should be submitted to the individual listed below:

TBD
U.S. Department of Labor, ETA
200 Constitution Avenue, NW, Room TBD
Washington, D.C. 20210

B. The Detailed Report of Expenditures (ETA 3-2) submitted with the Invoice (ETA 3100-1) must include the same budget line items or cost categories as appears in the contract, including any modifications thereto.

C. To constitute a proper invoice, the invoice, must include the following information and/or attached documentation:

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(5) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms. Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(6) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(7) Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice.

(8) Any other information or documentation required by other requirements of the contract.

In addition to the above, invoices should be numbered consecutively. All final invoices shall be clearly marked Final Invoice.

G.2 METHOD OF PAYMENT

A. Payments under this contract will be made either by check or electronic funds transfer (through the Treasury Fedline Communications System (FEDLINE) or the Automated Clearing House (ACH)), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payments. The contractor shall submit this designation to the Contracting Officer or other Government official as directed.

B. For payments through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the Federal Reserve Communications System, provide the name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains electronic funds transfer messages. Provide the telegraphic abbreviation and American Bankers Association identifying number for the correspondent institution.

C. For payments through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

D. In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

E. The documents furnishing the information required in paragraphs B and C above must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

F. Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

G. The Contractor shall forward the information required above to:

U.S. Department of Labor, ETA
Division of Accounting, Room N-4702
200 Constitution Avenue, NW
Washington, DC 20210

G.3 PAYMENT FOR SUB-LINE ITEMS NOT SEPARATELY PRICED

(a) If the schedule in this contract contains any contract sub-line items or exhibit sub-line items identified as not separately priced (NSP), it means the unit price for the sub-line item is included in the unit price of another, related line or sub-line item.

(b) The Contractor shall not invoice the Government for any portion of a contract line item which contains an NSP until -

(1) The Contractor has delivered the total quantity of all related contract sub-line items or exhibit line items; and

(2) The Government has accepted them.

(c) This clause does not apply to technical data.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 POST AWARD CONFERENCE**

A POST AWARD CONFERENCE WITH THE SUCCESSFUL OFFEROR IS REQUIRED. It will be scheduled within 15 days of contract award. The conference will be held at:

U.S. Department of Labor
200 Constitution Avenue, NW
Room (To Be Determined)
Washington, DC 20210

H.2 FRINGE BENEFITS

Social Security, Worker's Compensation, Unemployment Compensation and any other fringe benefits are a normal practice of the Contractor at the time of final negotiations for this contract and are available to all employees. Fringe benefits from an immediate previous employer which may be continued while employed under this contract are an allowable cost. In no event will duplicate fringe benefits be allowable to an individual under this contract.

H.3 VACATIONS, SICK-LEAVE HOLIDAYS

The Contractor may grant leave in accordance with its established written policy, provided that policy is accepted by the Contracting Officer or, in the absence of an established policy, leave may be granted as follows:

Vacation: Maximum 2 weeks (10 working days)

Sick Leave: Maximum 2 weeks (10 working days)

Holiday: Maximum of paid holidays

Leave shall be accrued at the rate of 5/6 of 1 day per month for each month employed. If the term of this contract is for more than or less than 1 year, the above leave shall be adjusted accordingly.

H.4 TRAVEL AND PER DIEM

Travel policies as set forth in the Travel Regulations referred to below are required of the Contractor and consultants hereunder. Where the Contractor has a more restrictive travel policy than the Federal Travel Regulations, the more restrictive requirements shall apply.

It is the responsibility of the Contractor to authorize only such per diem allowances as justified by the circumstances affecting the travel. Care should be exercised to prevent fixing per diem rates in excess of those required to meet the necessary authorized subsistence expenses. To this end, consideration should be given to factors which reduce the expenses of the employee such as: known arrangements at temporary

duty locations where lodging and meals may be obtained without cost or at prices advantageous to the traveler; established cost experience in the localities where lodging and meals are required; situations where special rates for accommodations have been made available for a particular meeting or conference; the extent to which the traveler is familiar with establishments providing lodging and meals at a lower cost in certain localities, particularly, where repeated travel is involved; and the use of methods of travel where sleeping accommodations are provided as part of the transportation expenses.

All travel shall be at tourist, coach, or less than first class unless itinerary or unavailability dictate otherwise. All temporary duty and local area automobile travel shall be allowed as prescribed by the applicable Travel Regulations.

Copies of applicable Travel Regulations can be obtained as follows at a fee:

- a. Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States: Available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402, Stock No. 022-001-81003-7.
- b. Joint Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States: Available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, Stock No. 908-010-00000-1.
- c. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in 1 and 2 above: Available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402, Stock No. 744-008-00000-0.

H.5 USE OF AND PAYMENT TO CONSULTANTS

- (a) Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked (e.g., amount per day, per week, per month, etc.), or at a fixed price for performance of a specific task, or at nominal compensation in accordance with Contractor's policies. However, for the use and payment to consultant(s) prior written approval must be obtained from the Contracting Officer.
- (b) The amount or rate of payment will be determined on a case-by- case basis, taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in his specialized field, comparable pay for positions under the Classification Act or other Federal pay systems, rates paid by private employers and rates previously paid other experts or consultants for similar work.
- (c) The contractor shall maintain a written report for the files on the results on all consultations charged to the contract. This report must include, as a minimum: (1) the consultant's name, dates, hours and amounts charged to the contract; (2) the names of the contractor's staff to whom the services are provided; and (3) the results of the subject matter of the consultation.

H.6 UNEMPLOYMENT INSURANCE COST

Unemployment insurance costs shall be paid by the contractor as they are incurred.

However, in the event billings for Unemployment Insurance costs are received by the contractor after the expiration date of this contract and the billings cover the period that this contract was effective, the

Government agrees to reimburse the contractor at the same rate that would have been applicable had the cost been paid as they were incurred.

H.7 ACCOUNTING AND AUDITING SERVICES

(a) Accounting

The contractor may procure and utilize such accounting services as are required to establish and maintain an accounting system which reflect accurate, current and complete financial transactions and which meet the standards of the Comptroller General of the United States and the Department of Labor.

(b) Auditing

The contractor shall audit or have audited subcontractor financial records as may be required to determine, at a minimum, the fiscal integrity of financial transactions and compliance with laws, regulations and administrative requirements.

The U.S. Department of Labor shall be responsible for scheduling all audits of the prime contractor's books, documents, papers and records. The Department will use its own audit resources or shall use certified or public accountants under contract or auditors from another Federal agency.

Cost of Accounting Services and Audit of subcontractors as described herein are allowable cost under this contract. Costs for audits for which the U.S. Department of Labor is responsible are unallowable.

H.8 PRINTING

Unless otherwise specified in this contract, the contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title 1 of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract: provided, however, that performance of a requirement under this contract involving the reproduction of less than 5,000 production units of any one page or less than 25,000 production units in the aggregate of multiple pages, will not be deemed to be printing. A production unit is defined as one sheet, size 8 by 11 inches, one side only, and one color.

H.9 KEY PERSONNEL

The personnel specified below or in attachment to this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The below list or attachment to this contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

For the purpose of this contract, the key personnel positions are identified below as:

- Project Manager
-

-
-
-
-

H.10 CONTRACT NUMBER IDENTIFICATION

The Contractor agrees to utilize the number of this contract on all correspondence, communications, reports, vouchers and such other data concerning this contract or delivered hereunder.

H.11 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the Division of Contract Services, Attention: Division Chief.

H.12 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the Contractor shall fully cooperate with such other contractors and Government employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Government employees.

The foregoing paragraph shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The Government shall equitably enforce this clause as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

H.13 LAWS APPLICABLE

The contractor will perform its duties in accordance with the applicable Act, and the regulations, procedures and standards promulgated thereunder. The Contractor will comply with all applicable Federal and State and Local laws, rules, and regulations which deal with or relate to the employment of persons who perform work or are trained under contract.

This contract in no way relieves the Contractor of responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.

H.14 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the Contractor shall prepare for shipment, deliver FOB destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by Contracting Officer, or as specified in other provisions of this contract. All materials produced or required to be delivered under this contract become and remain the property of the Government.

H.15 NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES

(a) No person shall on the ground of race, religion, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder. (b) In addition, this contract and any subcontract hereunder is subjected to Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations issued thereunder and found at 29 CFR 31. The Contractor agrees that any service, financial aid, or other benefit to be provided by it under this contract shall be furnished without discrimination because of race, color, sex, or national origin; and that his employment practices shall be subject to the same restrictions to ensure nondiscriminatory treatment of beneficiaries of assistance under the Act.

H.16 FEDERAL REPORTS

In the event that it subsequently becomes a contractual requirement to collect or record information calling for answers to identical questions from 10 or more persons other than Federal employees, or for information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act of 1980 and 5 CFR 1320 shall apply to this contract. No plan, questionnaire, interview guide or similar device for collecting formation (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).

The contractor shall obtain the required OMB clearance through the Project Officer before expending any funds or making public contracts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be issued in writing by the Contracting Officer.

H.17 DISCLOSURE OF CONFIDENTIAL INFORMATION

The Contractor agrees to maintain the confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, test reports from public agencies or counselors, or any other source. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the contract and to persons having responsibilities under the contract, including those furnishing services to the projects under subcontracts.

H.18 ELIMINATION OF SEXIST LANGUAGE AND ART WORK

All written materials issued by the Contractor or grantee shall conform to the following guidelines for eliminating sexist language and art work:

(a) Avoid the use of sex reference in job titles. Titles should conform to the Census Bureau's occupational classification system and the most recently published edition of the Dictionary of Occupational Titles.

-- Longshore workers instead of longshoremen.

(b) Avoid the use of male and female gender word forms.

-- Aviator to include men and women pilots, not aviatrix.

(c) Include both sexes by using terms that refer to people as a whole.

-- Human beings or people instead of mankind.

(d) Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Change sentences such as: The average American worker spends 2 years of his life in the workforce.

-- By rewording to eliminate unnecessary gender pronouns and adjectives. (The average American worker spends 20 years in the workforce.)

-- By recasting into the plural. (Most Americans spend 20 years of their lives in the workforce.)

-- By replacing the masculine or feminine pronoun or adjective with "one", "you", "he or she", "her or him", or his or her". (An average American spends 20 years of his or her life in the workforce.)

(e) Refer to both men and women in such generic terms as economist, doctor, or lawyer. Identify sex through the use of pronouns.

-- The lawyer made her final summation.

(f) Avoid the use of stereotyped terms or expressions such as "man-sized" job.

-- Employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.

(g) The use of art work in publications should conform to the following guidelines:

(i) Strive to use racially and sexually balanced designs.

(ii) Depict both men and women in art work on general subject matters.

(iii) Show men and women in a variety of roles in photographs, illustrations, and drawings.

-- Show women and men as managers and skilled laborers.

H.19 HAZARDOUS OCCUPATION ORDERS

The Contractor shall comply with the Hazardous Occupation Orders issued pursuant to the Fair Labor Standards Act and set forth at 20 CFR 570.50 et seq. with respect to the employment of youths under 18 years of age and the Child Labor Standards of 29 CFR 570.31 et seq. with respect to the employment of youths aged 14 and 15.

H.20 INSURANCE REQUIREMENTS (FAR-SUBPART 28.3)

In accordance with the Federal Acquisition Regulation, 48 CFR, Clause 52.228-7 entitled, "Insurance-Liability to Third Persons" the following kinds and amounts of insurance must be procured and maintained in force during the lifetime of the above numbered contract.

A. Worker's Compensation - In the amounts required by State law or the United States Longshoremen's and Harbor Workers' Compensation Act (33 U.S.C. 901).

B. Occupational Diseases Insurance - As required by applicable law. In any area where all occupational diseases are not compensable under applicable law, insurance for occupational diseases shall be secured under the employer liability section of your insurance policy, minimum per accident \$100,000.

C. Employer Liability - This insurance is to cover any liability imposed upon an employer, by law, for damages on account of personal injuries, including death resulting therefrom, sustained by his employees by reason of accident.

D. General Liability Insurance (Bodily Injury) - This insurance protects the insured against claims arising from bodily injury or death to third parties occurring on its business premises or through its operations except those arising from motor vehicles away from the premises, those covered by any Workman's Compensation law, and other exclusions stated in the policy. The required coverage for bodily injury shall be \$200,000 per person and \$500,000 per occurrence.

E. Automobile Liability - The required coverage is \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

F. The policies evidencing such insurance as required under this contract shall contain the following endorsement:

"No cancellation, termination, or modification of this policy shall take effect prior to the expiration of 35 days after written notice of the cancellation, termination or modification together with suitable identification of the policy and name insured has been sent by registered letter to the Government representative at the address stated below:

Name of Contracting Officer: Keith A. Bond

Address: USDOL/ETA/DASET/OGCM/DCS
200 Constitution Ave., N.W.
Room N-5425
Washington, D.C. 20210

The types and minimum limits reflected above for vehicle insurance shall apply to any vehicle operated or used in connection with performance of official business under this contract. In the event a privately-owned vehicle is used, the Government's share of insurance premiums, including any additional coverage required to conform with the above limits, shall be prorated in accordance with the vehicle's actual use while conducting business under the terms of this contract.

H.21 DATA COLLECTION FOR THE DEPARTMENT OF LABOR

The Contractor shall be responsible for informing any grantee that they have been requested to collect information for the Department of Labor. The collection of such data shall be the responsibility of the Contractor solely. The Contractor may request assistance from ETA grantees in locating the data. However, the actual data gathering must be done by the Contractor.

H.22 PERFORMANCE STANDARDS

The composition, workmanship, printing or reproduction and substantive content of all reports, evaluations, charts, tables, graphs, and other data to be furnished under this contract shall strictly conform to the generally accepted quality standards of the Contractor's profession and shall be suitable for dissemination and use without revision, to DOL, other Government agencies and the general public.

Reports shall include a complete disclosure of all data relevant to the work performed, the techniques developed, the investigations made, and shall be relevant to the materials studies and methods and processes employed.

H.23 RESTRICTION ON USE OF DOL FUNDS FOR LOBBYING

In accordance with the cost principles incorporated in the Federal Acquisition Regulations (FAR) at 31.205-22, lobbying costs (direct or indirect) are unallowable under this agreement. The exclusion of lobbying costs using Department of Labor funds is not intended to penalize, discourage, or prevent lobbying activities by utilizing non-Federal funds.

H.24 PUBLICATION OF MATERIALS

The Contractor shall receive permission from the Contracting Officer prior to publishing any works performed under this contract. Further, the Contractor shall acknowledge the support of the Department of Labor whenever publicizing any work performed under this contract. To implement the foregoing, the Contractor shall include in any publication resulting from work performed under this contract, an acknowledgement substantially the same as follows:

"This project has been funded, either wholly or in part, with Federal funds from the Department of Labor, Employment and Training Administration under Contract Number TBD the contents of this publication do not necessarily reflect the views or policies of the Department of Labor, nor does mention of trade names, commercial products, or organizations imply endorsement of same by the U.S. Government."

H.25 OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICE (FAR 17.208(G))

1. The Government may extend the terms of this contract by written notice to the Contractor at least 60 calendar days before the contract expires. This notice does not commit the Government to an extension.
2. If the Government exercises this option, the extended contract shall be considered to include this option provision.
3. The initial period of this contract may be extended by one year, at estimated costs and indirect costs as follows:

Option Year	Estimated Cost	Indirect Cost	Total Estimated Cost
1			
2			
3			
4			

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

4. Estimated costs, including any indirect costs, for the options years shall be determined at the time of contract execution. Any anticipated deviations from total preestimated option year costs must be

presented to the Contracting Officer in writing, with an explanation and justification of the anticipated deviation(s), 10 calendar days after receipt of notice by the contractor of the Government's intention to exercise the option to extend the term of the contract. No deviations from the total pre-established option years estimated costs shall be permitted without the written consent of the Contracting Officer. Deviations which would increase the total pre-established option year estimated costs by more than 10 percent shall not be permitted under any circumstances.

H.26 INDIRECT COSTS

In order to avoid major audit problems, disallowed costs, and to receive timely reimbursement of indirect costs, contractors should take those necessary steps to comply with this clause as well as the critical timeframes for submission of indirect cost proposals.

You are governed by one of the categories of cost principles listed below. Please comply with your cost principles as appropriate to your organization. (1) Federal Acquisition Regulation (FAR) Subparts 31 and 42 apply to private-for-profit contractors. (2) OMB Circular A-87 applies to state and local governments and Federally-recognized Indian Tribes. States receiving JTPA formula-allocated funds can elect to waive A-87 coverage. (3) OMB Circulars A-21, A-88 and FAR 42.705-3 apply to educational institutions. (4) OMB Circular A-122 applies to nonprofit institutions excluding those addressed in the preceding as well as hospitals.

The total amount of contract funds will not be increased to reimburse organizations for higher indirect cost rates than those rates identified in this clause. Also, the contractor must obtain approval from the Contracting Officer to transfer funds from other budget line items to the indirect cost budget line items to accommodate higher indirect cost rates.

The foregoing does not relieve the contractor of any other administrative cost limitations regarding the contract.

Billing rates are only temporary for the 90 days period from the effective date of your contract. Failure to submit an acceptable indirect cost proposal to your cognizant agency for provisional rates within the aforementioned 90-day period means that you shall not receive any further reimbursement of your indirect billing rates until the provisional rate proposal is received. Also, action may be taken to recoup all indirect costs already paid to you.

A private-for-profit contractor is to submit an acceptable indirect cost proposal for final rates to its cognizant agency within 90 days after the end of its fiscal year. All other contractors must submit their final rate proposals within 6 months after the end of their fiscal year.

Block 1 or 2 is completed below as appropriate for affected new contracts or modifications.

BLOCK 1

Rate category: (check one)	Your rates and bases are:
Billing	Overhead
Provisional	Base:
Final	(And, if applicable)
See Attached Agreement	General and Admin.
Other (Explain)	Base:

Effective from to or if multi-year, please explain here:

BLOCK 2

(For special indirect cost ceilings)

Special percent ceiling is % for (usually overhead) and if applicable, % for General and Administrative. Base:

OR

Special dollar ceiling is \$ for (usually overhead) and if applicable, \$ for General and Administrative. Base:

Effective from to or if multi-year, please explain here:

If applicable for ceilings, please describe here any situation whereby the bases in Block 2 above differ from the bases in Block 1 above. Also, the maximum reimbursement for indirect costs under this contract will be based on the lower of the negotiated rates or ceilings.

If the Department of Labor (DOL) is your cognizant agency, proposals for indirect cost rates and supporting data and documentation should be sent to the Division of Cost Determination (DCD) Negotiator in the appropriate DOL Regional Office or if applicable, to the OCD National Office whose address and phone number is listed below. In addition, if you do not know your cognizant Federal agency, please call the phone number listed below:

Director, Division of Cost Determination (DCD) U.S. Department of Labor, OASAM 200 Constitution Avenue, N.W., Room S-1510 Washington, D.C. 20210 Tel. (202) 693-4102

(End of Clause)

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	OCT 2003
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT	NOV 1991
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	AUG 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	JUL 2004
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY 2004
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates

provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

**I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

**I.4 52.232-25 PROMPT PAYMENT (FEB 2002)
ALTERNATE I (FEB 2002)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-- (1) Specifically assert

that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I.6 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) SERVICES (EXCEPT CONSTRUCTION). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) SUPPLIES (OTHER THAN PROCUREMENT FROM A NONMANUFACTURER IN SUCH SUPPLIES). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) GENERAL CONSTRUCTION. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) CONSTRUCTION BY SPECIAL TRADE CONTRACTORS. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
J.1	CONTRACT PRICING PROPOSAL COVER SHEET, SF 1411, (1 PAGE)		
J.2	COST AND PRICE ANALYSIS, ETA 8555, (8 PAGES)		
J.3	STATEMENT OF FINANCIAL CAPABILITY, ETA 8554, (2 PAGES)		
J.4	COST CONTRACTOR'S INVOICE, ETA 3100-1 (1 PAGE)		
J.5	COST CONTRACTOR'S DETAILED STATEMENT OF COST, ETA 3-2 (1 PAGE)		
J.6	VETS-100 - FEDERAL CONTRACTOR VETERANS EMPLOYMENT REPORT, OMB 1293-0005 (2 PAGES)		
J.7	PAST PERFORMANCE REFERENCE INFORMATION (2 PAGES)		
J.8	PAST PERFORMANCE EVALUATION QUESTIONNAIRE (2 PAGES)		
J.9	TECHNICAL EXHIBITS 1-8		
J.10	MODIFIED RESUME (1 PAGE)		

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORSK.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) those prices;

(ii) the intention to submit an offer;, or

(iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.3 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.4 SIGNATURE BLOCK

I, the undersigned, do hereby attest that all representations and certifications made in this Section K are true.

Also, I, the undersigned, am aware of the penalties prescribed in 18 U.S. Code 1001 for making false statements in offers; and I am legally authorized to bind the company or organization represented.

(Signature)

(Date)

(Typed or Printed Name)

(Title)

(Solicitation Number)

(Name of Company/Organization Represented)

(Address, including Zip Code)

(Telephone Number, including Area Code)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004
52.237-1	SITE VISIT	APR 1984

L.2 52.207-2 NOTICE OF COST COMPARISON (NEGOTIATED) (FEB 1993)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost-comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

(1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost-comparison form showing the cost estimate for Government performance, its detailed supporting data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after (i) completion of a public review period of 15 working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) below). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost-comparison form and its detailed supporting data, and the

price of the offer most advantageous to the Government. After (i) completion of a public review period of 15 working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) below), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

(d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost-comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.

(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a (Firm Fixed Price) contract resulting from this solicitation.

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

L.5 PAST PERFORMANCE

Offerors shall submit the following information as part of their proposal for both the offeror and proposed major subcontractors:

A. A list of five (5) "relevant" current contracts and subcontracts completed during the past three (3) years. The reference should specifically relate to work in the PWS categories similar in nature. Contracts listed may include those entered into by the Federal Government, agencies of state and local governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:

1. Name of contracting activity

2. Beginning and ending dates
3. Contract number
4. Contract type
5. Total contract value
6. Contract work
7. Contracting officer and telephone
8. Program manager and telephone
9. Administrative contracting officer, if different from #6 and telephone number
10. List of major subcontractors

PLEASE NOTE: Offerors are to use Attachment J.7 - Past Performance Reference Information when providing this information.

B. The offeror may provide information on problems encountered on the contract and subcontracts identified in A above and corrective actions taken to resolve those problems. Offerors should not provide general information of their performance on the identified contracts. General performance information will be obtained from the references.

C. The offeror may describe any quality of awards or certifications that indicate the offeror possess a high quality process for developing and producing the product or service required.

Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

D. Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services related to the PWS categories stated in the RFP. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The contractor's reference questionnaire form identified in Section J.8 will be used to collect this information. References other than those identified by the offeror may be contacted by the Government with the information received used in the evaluation of the offeror's past performance. The Government also reserves the right to decide not to contact all of the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed. Offerors are advised to provide the correct point of contact and telephone numbers of past performance references.

L.6 SUBMISSION OF PROPOSAL

(A) - General Instructions:

Offerors and tenders must submit an offer (proposal) and other written information in strict accordance with these instructions. When evaluating an offeror, the Government will consider how well the offeror complied with the letter and spirit of these instructions. The Government will consider any failure on the part of an offeror to comply with both the letter and spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the Contracting Officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any part of these instructions.

Your proposal must be submitted in four (4) separate and distinct parts as outlined below, consisting of the number of stated copies and accompanied by the required supportive materials to insure that the proposal

will be considered responsible to the Request for Proposals. The Technical Proposal shall not make reference to cost or price data so that an independent technical evaluation may be made on the basis of technical merit alone. Failure to comply with this requirement will result in a determination of non-responsiveness.

PLEASE NOTE: Pursuant to OMB Circular A-76 (revised May 29, 2003), Attachment B, the agency tender is not required to include (a) a labor strike plan; (b) a small business strategy; (c) a subcontracting plan goal; (d) participation of small disadvantaged businesses; (e) licensing or other certifications; and (f) past performance information.

Proposals shall be legible, neatly typewritten (on one side only), in a type size not smaller 12-point proportional using Arial font, on paper not larger than eight and one half by eleven inches and not exceed the 50 page limit established herein. Pages in excess of the individual limitations will not be read, and the proposal will be evaluated as if the excess pages did not exist. Some foldout charts or diagrams may be used within the aforementioned restrictions/page limitations. Each 8 ½" x 11" page foldout will be counted as one page (i.e., one foldout with two pages will be counted as two 8 ½" x 11" pages). Past performance data shall be submitted directly to the contract specialist on or before the 15 day deadline as indicated in Part 3 below. Use Attachment J.7, Past Performance Reference Information.

Offerors' technical proposal shall address the offeror's ability to meet every task outlined in the PWS in compliance with Federal accounting standards and procedures and explain exactly how they will do this. Offerors shall reference the appropriate paragraph, task order or sub-task in giving their responses and such responses shall be in the same order as in the RFP.

Offerors shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the statement of work. Any exceptions, deviations, or conditional assumptions taken shall contain sufficient amplification and justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. All exceptions, deviations, or conditional assumptions must be submitted to the Contracting Officer prior to the date for receipt of the Request for Clarifications (RFC).

The Government warns offerors that taking exception to any term or condition of the RFP (including submitting any alternative proposal that requires a relaxation of a requirement) will make their offer unacceptable, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to that specific term or condition. The Government will consider any exception to a term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency, as defined in FAR Part 15.

Proposals specifying less than one hundred twenty (120) days Government Acceptance may be considered not acceptable. Any exceptions taken by a proposer to any provisions of this Request for Proposals or any condition placed upon a proposal may result in a finding of not acceptable. Only one proposal may be submitted by each respondent.

Part 1

Original and two (2) signed copies of completed Standard Form 33, Solicitation, Offer and Award, Original and two (2) signed copies of Section K, the Representations, Certifications and other Statements of Offerors, and all attachments thereto except those items required in Part 2, 3 and 4 will be submitted as outlined in their respective parts.

Only legible copies are acceptable. (All copies shall be ink-signed.)

Part 2

(1) Offerors shall submit an original and five copies of their technical proposal, which includes Section I - Understanding of the PWS; Section II - Technical Approach; and Section III - Management Approach/Personnel/Key Personnel. The page limit should not exceed 50 pages for Sections I, II, and III (not including resumes for all professional personnel, loading charts, signed letters of intent for all professional personnel (See Section M.3 (B, C, D, and E)). Responses under these evaluation criteria that do not meet the requirements will be determined technically unacceptable and not considered for award.)

Part 3

(1) Offerors shall submit an original and three copies of relevant past performance information (See Section L.5 and M.3(F)). The past performance information shall be submitted to the contract specialist by fax (202) 693-3846 or mail no later than 15 days after issuance of this RFP. Failure to submit required past performance references by fax on the deadline date is an automatic disqualification from further consideration.

Part 4

A detailed Schedule of Prices for the prime contract and all subcontractors as further outlined in the below instructions and consisting of:

- (a) Three (3) copies of Part I - The Schedule, Section B.2 - Services and Price/Costs;
- (b) One (1) copy of Attachment J.3 - Statement of Financial Capability, ETA 8554 (Mar. 1981);
- (c) One (1) each Accounting System Certification which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, insure that funds are accounted for by cost categories, check the accuracy and reliability of the accounting data, promote operating efficiency and permit compliance with Government requirements and accounting procedures with respect to cost reimbursement types of contracts.

The statement shall be executed by a certified public accountant (CPA), licensed public accountant, a bona-fide accounting or audit organization such as Defense Contract Audit Agency (DCAA) or an entity of equivalent status acceptable to the Government. Failure to include the above stated supportive materials with your proposal will be a basis for determination of not being acceptable.

NOTE: Parts 1, 2, 3, and 4 should be sealed in separate envelopes and included in one master package. The RFP number and related Part numbers outlined above, if applicable, must be shown in the upper left hand corner of each of the envelopes as well as the master package.

An offeror may eliminate a deficiency in its offer only through discussions, as defined and prescribed in FAR Part 15. However, the Government intends to award a contract without discussions, as authorized by FAR Part 15. Therefore, any offeror planning to take exception to a term or condition of the RFP should consult with the Contracting Officer prior to submitting an offer, unless the RFP expressly authorizes such an exception.

Notwithstanding its plan to award without discussions, the Government reserves the right to conduct technical and cost discussions with offers in a competitive range, if necessary, and to permit such offerors to revise their proposals. The government also reserves the right to change any terms and conditions of their RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR Part 15.

The offeror shall complete and submit all certifications included in or attached to this Request for Proposal.

The Schedule of Prices (Section B.2) and Financial Capability Forms (Attachment J.3) support information shall be augmented as follows:

Offerors are required to submit cost proposals fully supported by cost and pricing data adequate to establish the reasonableness of the proposed costs.

1. Most current published annual balance sheet and profit or loss statement.

2. The offeror shall furnish a total cost breakdown.

(a) Include the backup data to support the type of labor and estimated numbers of hours within each category.

(b) Include a breakdown of the amount estimated for travel including destination, duration, purpose and cost (per diem and transportation).

(c) Include backup data to support the estimated amount of material and subcontracting (if applicable) including description of materials to be procured, basis for proposed subcontract, type of subcontract and amounts proposed.

3. List the names and addresses of any subcontractor* the offeror intends to use in the performance of a resulting contract. Include the following information about the subcontract(s).

(a) How subcontractor was selected?

(b) Has the subcontractor submitted a cost proposal?

(c) Will he be able to start performance at the start of the contract period?

(d) What is the total cost of (each) subcontract?

(e) What services (skills) will the subcontract provide?

(f) What experience do they have in this technical area?

*Also provide the above information for consultants you intend to use in the performance of a resulting contract.

Consultants: Persons who are members of a particular profession or possess a special skill and who are not officers or employees of the contractor.

L.7 SPECIAL REQUIREMENTS

The contractor shall be required to provide the necessary personnel to accomplish each task listed above. The key personnel positions and their required time commitments are as follows:

PROJECT MANAGER (1 FTE) - (TBD)

L.8 SITE VISIT

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. Please contact Chari A. Magruder at magruder.chari@dol.gov for scheduling of a date and time for the site visit.

L.9 REQUEST FOR CLARIFICATION (RFC)

All Requests for Clarification (RFC) must be received no later than 5:00 p.m. local time, January 3, 2005.

Only electronic submission of requests will be accepted. They shall be submitted to Ms. Chari A. Magruder at magruder.chari@dol.gov. Should any RFC be received after the date stated above, the Government reserves the right not to provide an answer. If, however, the Government determines that the RFC raises an issue of significant importance, the government will respond electronically.

The Government will not provide any information concerning requests for clarifications in response to telephone calls from offerors. All requests will be answered electronically and will be available to all offerors at the DOLETA Internet site (<http://www.doleta.gov/sga/rfp.cfm>).

Please be advised that it is the sole responsibility of the offeror to continually view the website for any amendments to this solicitation.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 BASIS FOR AWARD (BEST VALUE - LOWEST PRICE, TECHNICALLY ACCEPTABLE)

The Government intends to evaluate proposals based on a lowest priced, technically acceptable basis. Pursuant to FAR 52.207-2, unless the result of the cost comparison favors the Government, award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost evaluation factors.

A price realism analysis on the pricing information will be performed for all technically acceptable offerors to evaluate the reasonableness of offered prices. Contract award will be based on the combined evaluations of the Understanding of the Requirements, Technical Approach, Management Approach, Professional Personnel, Past Performance and Price. The contract resulting from this solicitation will be awarded to the responsible offeror whose offer, conforming to the solicitation, is determined to provide the "best value" to the Government. It should be noted that cost is not a numerically weighted factor.

Prospective contractors are advised that the selection of a contractor for contract award is to be made, after a careful evaluation of the offers (proposals) received, by a panel of evaluators chosen by DOL/ETA. Each panelist will evaluate the proposals for technical acceptability using a range of scores assigned to each factor. With the exception of Price, all evaluation factors will be given equal weight in the technical evaluation process on a scale of 0-25 points per factor. Those offerors determined technically "Acceptable" or above will be included in a competitive range of eligible offerors. That offeror in the competitive range of eligible offerors with the lowest pricing to have been determined to have an overall evaluation score of "80 or above" will be offered a contract award. Please be advised that failure to fully meet any criterion may disqualify a proposal. In addition, failure to submit required documents may deem the offeror to be unacceptable. Any proposals that are so incomplete on the face of the documents as to preclude any meaningful evaluation or that simply show a clear lack of understanding shall be considered unacceptable.

With the exception of price, the evaluation factors listed below are all of equal importance: (1) Price, (2) Understanding of the Requirements, (3) Technical Approach, (4) Management Approach, (5) Professional Personnel, and (6) Past Performance. Price is considered the most important evaluation factor.

M.3 EVALUATION CRITERIA**A. Price**

Provide a completed price proposal by filling in the Price Schedule in Section B.2 of the solicitation for the base year and each option period. The price proposals will be evaluated based on the following:

(1) Price Reasonableness. The price proposal will be evaluated to determine reasonableness of price. A comparison of the proposed prices and/or market value will be used to evaluate price. Should price competition not exist, a cost analysis may be necessary to establish price competition.

(2) Price Realism. Price Realism will be performed as part of the proposal evaluation process. The purpose of this evaluation shall be to (a) verify the offeror's understanding of the requirement; (b) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the services for the offered price/cost; and (c) assess the degree to which the price reflected in the price proposal accurately represents the work effort included in the technical offer (proposal). Offerors are placed on notice that any proposals that are unrealistic in terms of technical commitment or unrealistically low in price will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of contract requirements, and grounds for rejection of the proposal.

(3) Option. The Government will evaluate offers for award purposes by adding the total price of all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

B. UNDERSTANDING OF THE REQUIREMENTS (25 points)

The contractor shall demonstrate a thorough working knowledge of the requirements and tasks described in the Performance Work Statement (PWS), and describe how they will meet challenges of providing accounting and financial operations in a Federal environment. The offeror shall demonstrate a sound and workable approach that ensures a high probability of successful performance.

C. TECHNICAL APPROACH (25 points)

The offeror shall demonstrate its understanding of the requirements through the degree of thoroughness, soundness, and comprehension expressed by the proposed technical approach. The technical approach proposed by the contractor for performing the tasks and meeting milestones of the implementation strategy proposed to support: 1) the obligation of program and S&E funds; 2) Accounts Payable function, 3) Job Corps Program support, 4) Debt Management, 5) Capitalized Asset Accounting, 6) IPAC processing, 7) Reconciliation, 8) ETA Regional Office Support, 9) Cost Accrual Analysis, 10) Operation and Validation of Interfaces, 11) Prepare Financial Reports, 12) Cash Management Review, 13), Accounting Records Management, 14) General Ledger Review, 15) Cost Accounting Management Module, 16) Recommend Improvements, 17) Ad Hoc Review, and 18) Special Projects. The Transition and Implementation Plan shall all be explicitly detailed and presented in the proposal so as to show how the vendor will provide the DOL with a complete understanding of the methods and actions to be applied by the contractor's personnel working on an integrated basis with DOL team personnel. Failure to present each of these areas will result in lowered scoring.

D. MANAGEMENT APPROACH (25 points)

The management approach proposed by the contractor is critical to the success of this effort within the timeframe involved. Therefore the management approach proposed by the contractor to accomplish each phase of the PWS must be explicitly detailed and presented in the proposal so as to provide the DOL with a complete description of how the effort will be managed for each task order issued covering each task area in the PWS. The management approach shall clearly describe a complete understanding by task of the required actions, anticipated workload, labor needs by type, projected travel, as well as other requirements, and that describes the management controls that will be established and used to monitor individual and/or overall tasks.

E. PROFESSIONAL PERSONNEL (25 points)

Contractors are to submit the resumes of the Professional Personnel they intend to have working on the DOL, ETA project as part of their staffing plans. This section should cover which area the specific 'named' professional person shall be used to work on, and shall provide a synopsis of past experience this professional person has had in providing accounting services support going back no more than 10 years.

Successful performance of the proposed work depends heavily on the qualifications of the individuals committed to this project and the adequacy of the time commitment for each individual in relation to the specific tasks that they will perform. This section of the proposal shall provide sufficient information for judging the quality and competence of staff proposed to be assigned.

The Government, in its evaluation of the contractor's proposal, will place considerable emphasis on the contractor's commitment of personnel qualified for the work involved in accomplishing the assigned tasks. Accordingly, the following information shall be furnished:

1. The proposed Project Manager;
2. The proposed project organization;
3. Letters of Intent for each professional personnel. Professional personnel is defined as all staff, excluding consultants and administrative staff;
4. Modified resumes for all key personnel, with information that will make it possible for reviewers to determine if the criteria have been met. An example of part of the modified resume is included in Appendix A to this solicitation. In addition to standard information on individuals' work history, educational background, honors and awards, and publications, modified resumes should include the following:
 - (a) Proposed title/position(s), component or task of the evaluation in which these will be performed, functional role(s), activities, number of hours and percentage for each functional role, and total hours and total percentage of hours for the individual. Each position in the project should be separately listed;
 - (b) Current employment status, title, and the activities or projects on which the individual is currently working;
 - (c) Start and stop dates (by month/year) and roles for each item under work experience and a brief description of activities for each role.
5. The time commitment of all professional personnel assigned to the project (the number of hours per month that each individual will devote to the project over its life)

PLEASE BE ADVISED THAT PROPOSALS WILL BE EVALUATED ON THE FOLLOWING FACTORS:

- 1) The Project Manager shall possess a combination of education and experience in accounting or a related field - at least 4 years of experience in accounting, or an equivalent combination of accounting experience, college level education, and training that provided professional accounting knowledge; ten years of related experience in federal accounting systems, procedures, and regulations, to include a minimum of two (2) years of experience with DOLAR\$, DOLFIN and HHS-PMS; knowledge of generally accepted accounting principles and standards, Government-wide accounting policy and practices, and financial management at the federal level. The on-site project manager shall be the SP's primary representative and have full authority to act on matters pertaining to the performance of services under this contract. The project manager and alternate shall have the appropriate technical experience and be knowledgeable in all facets of the work to be performed under this PWS.
- 2) The time commitment of all personnel assigned to the project (the number of hours per month that each individual will devote to the project over its life);
- 3) Letters of Intent for each professional personnel, including those designated in key personnel positions. Letters of Intent must include a statement that the individual will be available for the amount of time specified in the proposal. Letters of Intent must be signed (by both employer and employee/contingency hire), and dated. The Offeror shall provide letters of intent from current employees that state they: (1) will remain employed by the Offeror; and (2) will work for at least six months on the resultant contract if awarded to the Offeror. Letters of intent must also be submitted for contingency hires, defined as persons not currently employed but who have executed a binding letter of commitment for employment with the Offeror, if the Offeror receives award under subject solicitation;
- 4) Modified resumes for all key personnel, with information that will make it possible for reviewers to determine if the criteria have been met. An example of part of the modified resume is included in Attachment J.10 to this solicitation. In addition to standard information on individuals' work history, educational background, honors and awards, and publications, modified resumes should include the following:
 - a. Proposed title/position(s), component or task of the evaluation in which these will be performed, functional role(s), activities, number of hours and percentage for each functional role, and total hours and total percentage of hours for the individual. Each position in the project should be separately listed;
 - b. Current employment status, title, and the activities or projects on which the individual is currently working;
 - c. Start and stop dates (by month/year) and roles for each item under work experience and a brief description of activities for each role.
- 5) Staffing charts listing names, qualifications, and experience of professional personnel (including outside consultants), staff time/time loading charts showing the amount of time each staff person will devote to each task and sub-task, and an indication of how staff will be allocated to perform all necessary field work during the project.

F. CONTRACTOR'S PAST PERFORMANCE: Submitted separately by fax or mail. (25 points)

Each offeror will be evaluated on his/her performance under existing and prior contracts (within the last 3 years) for similar products or services related to the PWS categories stated in the RFP. Past performance

shall include evaluating offerors with no relevant performance history, and shall provide offerors an opportunity to identify past or current contracts (Federal, State and local government, and private) for efforts similar to the Government requirement. Offerors will be provided the opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the rating. Offerors shall provide information on problems encountered on the identified contracts and the offerors' corrective actions. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance. The contracting officer shall determine the relevance of similar past performance information. Offerors shall submit past performance information regarding predecessor companies, key and subcontractors that will perform major or critical aspects of the requirement. Offerors without relevant past performance history or for whom information on past performance is not available may not be evaluated favorably or unfavorably on past performance. In this instance the offeror would receive a neutral score.

M.4 DETERMINING BEST OVERALL VALUE

In order to determine which offeror represents the best overall value, the Contracting Officer will make a series of paired comparisons among only those offerors that submitted acceptable offers (proposals). If, in any paired comparison, the offeror with the higher expected value also has the lower price, then the Contracting Officer will consider that offeror to represent the better overall value. If the offeror with the higher expected value has the higher price, then the Contracting Officer will decide whether the difference in expected value is worth the difference in price. If the Contracting Officer decides that it is, then they will consider the offeror with the higher technical score and the higher price to represent the better overall value. If not, then the Contracting Officer will consider the offeror(s) with the lower technical score and the lower price to represent the better value. The Contracting Officer will continue to make paired comparisons in this way until they have identified the best overall value. Please be advised that in the event that the offerors within the competitive range are essentially technically equal in terms of technical, past performance other non-cost factors, and price, the Government reserves the right to award multiple contracts under this solicitation.

Pursuant to FAR Subpart 52.215-1 Instructions to Offerors - Competitive Acquisition, the Contracting Officer reserves the right to award without discussion to the source(s) whose offer is the most advantageous to the Government, price and other factors considered.

Scoring Adjective. The following adjectives will be used as general guidance in assessing each technical sub-criterion and the technical proposal as a whole and will be assigned the points as indicated.

Outstanding -O - Fully meets all solicitation requirements and very significantly exceeds most or all solicitation requirements. Response exceeds a "Better" rating. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated. **(23-25/138 POINTS)**

Better-B -- Fully meets all solicitation requirements and significantly exceeds many of the solicitation requirements. Response exceeds an "Acceptable" rating. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality. **(20-22/120 POINTS)**

Acceptable- A -- Meets all solicitation requirements. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the Offeror's understanding of the Government's requirements. **(16-19/96 POINTS)**

Marginal- M- Means Less than "Acceptable." There are some deficiencies in the technical proposal. However, given the opportunity for discussions, the technical proposal has a reasonable chance of becoming at least "Acceptable." (Areas of a technical proposal which remain "Marginal" after "Best and Final" offers

shall not be subject to further discussion or revision.) If award is made on initial offers, there will not be an opportunity for discussions, nor a chance to become at least "Acceptable." (11-15/55 POINTS)

Unacceptable-U -- Technical proposal has many deficiencies and/or gross omissions: Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many personnel requirements of the solicitation. (When applying this adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be significantly revised to attempt to make it other than unacceptable.) (0-10/50 POINTS)

